

CONTRACT PERIOD THROUGH FEBRUARY 28, 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **FINANCIAL SERVICES-ESCROW AND TITLE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **FEBRUARY 19, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WT/mm
Attach

Copy to: Clerk of the Board
Mike Wilson, Flood Control
Gary Scott, MCDOT
Sharon Tohtsoni, Materials Management

(Please remove Serial 99212-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BIDS FOR: **FINANCIAL SERVICES-ESCROW AND TITLE**

1.0 **INTENT:**

The intent of this invitation for bids is to identify and qualify professional and responsible providers of Title and Escrow services for the Maricopa County Department of Transportation and the Flood Control District. Other Maricopa County departments may use the services on an as needed basis. Such services shall include Title Reports, Title Insurance, Escrow Instructions and other related services as specified.

Award will be made to multiple providers to ensure adequate coverage of needed services. Additional providers may be added during the term of the contract to maintain the level of service required.

Remuneration for services will be in accordance with the attached fee schedule. (See Attachment A-Pricing)

2.0 **SCOPE OF WORK/REQUIREMENTS:**

2.1 **TITLE REPORTS - CONTENT & DELIVERY TIME FRAMES:**

The preliminary title reports, updated title reports, and litigation guarantees shall be issued within the MAXIMUM time frame listed below and according to the following criteria: in triplicate, unless otherwise agreed to by both parties. Each letter sent by the County to the Title Company requesting Title Reports/Litigation Guarantees/Escrow Instructions, is to be considered an independent order. As part of the Title Report/Litigation Guarantee, the Title Company is required to provide the County with 3 legible copies of all instruments/documents recited in the Title Report/Litigation Guarantee, including; all “exceptions”; the current Vesting document; and the first page of any “Uniform Commercial Code” document. Each copy of the Title Report, Litigation Guarantee and Update will be required to be identified with the MCDOT Project Number, Assessor Parcel Number, Title Report Order Number, and the MCDOT item number. When the Title Officer or Escrow Officer determines that a parcel has been split, the Title Company is required to contact County’s “Public Works Land and Right of Way” division’s representative, to obtain additional “item” numbers that will be matched with the new Title Report/Escrow Numbers – necessary to differentiate between multiple parcels having one assessor/tax parcel number. **Failure to comply with the schedule is a breach of contract.** Include identification of parties to Schedule “A” and three legible copies of all instruments/documents referred to in Schedule “B”, Sections 1 and 2 of the Title Report, include copies of all easements, restrictions, covenants, mortgage or deeds of trust encumbrances, and the original patent. A chain of title, in narrative form for the last five (5) ownership’s, not to exceed twenty (20) years. . The chain of title must show the existing ownership and the documentation citing that ownership and also cite and provide the patent creating the parcel. The preliminary Title Report, Litigation Guarantee, or updated report will cite the current vested owner on the Schedule “A” of the report. Title Report amendments must be provided to County, as changes occur, at no charge.

2.1.1 **MAXIMUM DELIVERY SCHEDULE: PRELIMINARY TITLE REPORTS:**

<u>ITEM</u>	<u>DELIVERY SCHEDULE</u>
5 PARCELS OR LESS	20 BUSINESS DAYS OR LESS
6-15 PARCELS	35 BUSINESS DAYS OR LESS
16-30 PARCELS	50 BUSINESS DAYS OR LESS
MORE THAN 31 PARCELS	1&1/2 BUSINESS DAYS PER PARCEL

2.1.2 **EXPEDITED DELIVERY SCHEDULE: PRELIMINARY TITLE REPORTS:**

<u>ITEM</u>	<u>DELIVERY SCHEDULE</u>
1 PARCEL	ONE BUSINESS DAY
2 PARCELS	TWO BUSINESS DAYS
3 PARCELS	THREE BUSINESS DAYS
4 PARCELS	FOUR BUSINESS DAYS
5 PARCELS	FIVE BUSINESS DAYS
MORE THAN 5 PARCELS	ONE BUSINESS DAY PER PARCEL

2.1.3 MAXIMUM DELIVERY SCHEDULE: LITIGATION GUARANTEES:

<u>ITEM</u>	<u>DELIVERY SCHEDULE</u>
1 PARCEL	<u>TWO</u> BUSINESS DAY
2 PARCELS	<u>THREE</u> BUSINESS DAYS
3 PARCELS	<u>FOUR</u> BUSINESS DAYS
4 PARCELS	<u>FIVE</u> BUSINESS DAYS
5 PARCELS	<u>SIX</u> BUSINESS DAYS
MORE THAN 5 PARCELS	ONE BUSINESS DAY PER PARCEL

The County, at it's own discretion, may request Bring Down Endorsements in lieu of litigation guarantees (See EXHIBIT 2). In this situation the Title Company will be requested to provide an Updated Preliminary Title Report with a Schedule "C". During the course of the legal action the title company will be requested to provide additional bring down endorsements and at the conclusion of the legal action provide a Title Insurance Policy for the amount of the Judgment. Delivery schedule of the Updated Preliminary Title Reports with Schedule "C" to comply with "MAXIMUM" delivery schedule as indicated above for Litigation Guarantees. Subsequent Bring Down Endorsements to comply with the "STANDARD" delivery schedule of the Litigation Guarantees.

2.1.4 MAXIMUM DELIVERY SCHEDULE: UPDATED PRELIMINARY TITLE REPORTS: NON-CONDEMNATION AND PRE-OPEN ESCROW:

<u>ITEM</u>	<u>DELIVERY SCHEDULE</u>
1-15 PARCELS OR LESS	5 BUSINESS DAYS OR LESS
16-30 PARCELS	10 BUSINESS DAYS OR LESS
31-45 PARCELS	15 BUSINESS DAYS OR LESS
MORE THAN 46 PARCELS	20 BUSINESS DAYS OR LESS

2.2 DISTRIBUTION OF WORK ASSIGNMENTS TO VENDORS WHO ARE SELECTED TO PROVIDE SERVICES UNDER THIS CONTRACT:

Title Companies understand that they may not exceed the above quoted delivery dates nor exceed the fees specified ON Attachment A-PRICING. Prior to assigning a work assignment to any one title company under contract, County will fax a "REQUEST FOR GUARANTEED DELIVERY" to all title companies under contract. The "REQUEST FOR GUARANTEED DELIVERY" will state the number of title reports requested and require that each company's representative submit a delivery time frame (number of working days) for providing title reports. Selection of a specific vendor to perform a specific work assignment will be determined by the quickest delivery time quoted. Delivery time cannot exceed the time limit indicated in the applicable delivery schedule.

The County reserves the right to award in whole or in part, by item, group of items, by section or geographic area where such action serves the County's best interest.

2.3 TITLE INSURANCE:

The Title Company shall furnish Standard Owner's or Extended Title Insurance Policy in amount of the acquisition cost or the minimum liability amount, whichever is greater. The Title Company is also asked to submit a quote for any related premium charges on those occasions when County requests an "Arizona Land Title Association" ("ALTA") policy.

2.4 ESCROW INSTRUCTIONS & PURCHASE AGREEMENTS:

The Escrow Officer shall cooperate with County's authorized Right-of-Way Agent or other County-designated personnel to:

2.4.1 Prepare title report updates and escrow instructions. Include special considerations or designation of any fixtures to be retained by Seller. The County, may at it's own discretion, prepare a Purchase Agreement which will substitute for the Escrow Instructions. Delivery of a signed or unsigned copy of the Purchase Agreement will be considered as the open escrow date request. Upon County's request to open escrows, Title Company is required to provide County with escrow instructions for each parcel within three (3) business days, using County's escrow document format when requested. The Title Company, at no cost to the County, is required to issue an updated Title Report to the County within three (3) business days of the receipt of the escrow instructions or purchase agreement. Attached as Exhibit 3 is the General Instruction Sheet for Escrow process.

2.4.2 Prepare documents and obtain releases from existing mortgages, contracts, etc. with all closing fees and costs paid by County. Determine if pre-payment clauses exist and try to close before additional monthly payment is due. Prepayment costs to be billed to County as part of closing costs. Escrow Agent to begin document preparation and contact for lien releases within five business days from the receipt of Purchase Agreement.

2.4.3 Include payment of any back taxes and/or, pro-ration of current taxes on the real property (that County is purchasing) in the closing statement. Escrow Agent is required to notify Right-of-Way Agent of tax issues that can prohibit a close of escrow. As noted on the Purchase Agreement the owner authorizes the Escrow Company to release funds for taxes.

Note: In the event the Title Company fails to disclose recorded tax liens or Certificates of Purchase on the subject property for purposes of a Litigation Guarantee or the Title Company fails to provide for the payment of such tax liens or certificates when serving as the escrow agent for the County's acquisition of the subject property, then the Title Company shall be fully responsible and liable for the payment of those outstanding liens or certificates, as well as any, penalty costs or fees incurred by the County in securing payment of those liens or certificates.

2.4.4 Determine whether there are any assessments or liens against the property and deduct sufficient funds from proceeds due seller. Escrow Agent shall obtain and record appropriate instrument of release.

2.4.5 Receive title document to mobile homes and pay off liens from escrow proceeds where appropriate. Prorate personal property taxes to close of escrow and deliver lien-free title to County (County responsible for mobile home title transfer).

2.4.6 Escrow Agent shall notify the County's Public Works Land & Right-of-Way Division, by phone, the day the escrow is closed.

2.4.7 Record Conveying Instrument and return original documents to the Right-of-Way Division within three weeks of date of recording.

2.4.8 Submit within three business days an invoice for escrow and title fees upon receipt of Purchase Agreement. The invoice must contain MCDOT Project Number, MCDOT Item Number, and Escrow Order Number.

2.5 INSTRUCTIONS FROM COUNTY'S ATTORNEYS:

General and special counsels retained by the County shall have the right to directly request title work, in writing, with copies of requested work and billings forwarded to the county. Preparation of litigation guarantee updates, upon County's request to update litigation guarantees, title company is required to provide County with updated litigation guarantees within the time frame indicated by the County Attorneys office. As part of this requirement, it will be necessary for title company to update schedule "C" and amend schedule "C" within this time period.

2.6 TYPICAL PROJECT PARCEL COUNT:

The County anticipates that projects scheduled for the next five years Capital Improvement Program will have a parcel acquisition range per project from one (1) to one hundred fifty (150) per project. Values for a parcel to be acquired range from \$10.00 to multi-million.

2.7 MULTIPLE COMPANY BID WITH EMPHASIS ON DELIVERY DATES:

It is in the best interest of Maricopa County to award this bid to multiple companies, that will be required to adhere to the strict delivery date, time frames, and general instructions indicated in the above paragraphs.

2.8 PERFORMANCE:

All assigned projects will be documented as to quoted delivery schedules. Maricopa County reserves the right to remove any provider from this contract that exceeds their quoted delivery date by more than five (5) business days on any five (5) assigned projects.

2.9 INVOICES/BILLING:

It is understood by title company that all invoices submitted must be identified with the words “**invoice number**” and are required to have non-repeating, never duplicated, invoice numbers. Each invoice will cite the county project number, county item number, assessor parcel number, title report order number, and title company order number.

2.10 MONTHLY STATUS REPORTS:

The Escrow Agent will provide the County with a status report of all open escrow transactions. This report will be prepared in MSEXCEL and will be e-mailed to the MCDOT Title Coordinator no later than the 2nd Wednesday of each month. The report will contain the following information: Project Number, Right-of-Way Agent, Item Number, Order Number, Date of Escrow Opened, Date of most recent Activity, Status/Comment, Funds received (Y/N).

2.11 TAX:

No tax shall be levied against labor. ATTACHMENT A-PRICING is all inclusive of labor, overhead, tools and equipment used, profit, and any taxes that may be levied.

2.12 MANDATORY PROVIDER QUALIFICATIONS:

2.12.1 Provider must have an office located within Maricopa County; and, such office shall provide the services as specified in this Invitation for bids.

2.12.2 Provider’s office must have at least five years experience providing services to Government entities as specified in this Invitation for bids.

2.12.3 Provider shall submit a listing of five current Arizona public entities and/or school districts to which these services have been provided including telephone number, business address and contact person.

2.12.4 Provider shall submit a **Qualification Statement** addressing the company’s experience and past performance of the services specified in this Invitation for bids.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a five (5) year period.

3.2 INDEMNIFICATION AND INSURANCE:

3.2.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.2.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

- 3.2.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

- 3.2.2.2 **Automobile** Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.2.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.2.3 Certificates of Insurance.

- 3.2.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.2.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.2.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.3 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.4 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.5 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WILLIAM THORNTON, PROCUREMENT CONSULTANT, 602-506-3248
(bthornto@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Gary Scott, MCDOT, (602) 506-4638

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.6 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON JANUARY 06, 2003 AT 10:00 A.M. AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

TICOR TITLE AGENCY OF ARIZONA INC AMERICAN TITLE INSURANCE OF ARIZONA INC, 7204 N 16TH STREET, PHOENIX, AZ 85020

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ____ NO ____ %
REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

PRICING STEET S065402/B0605547/NIGP 94646

<u>ITEM DESCRIPTION</u>	<u>FIXED PRICING</u>
1.1 Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	
1.1.1 Standard Report	<u>\$ 750.00/report</u>
1.1.2 Expedited Report	<u>\$1,100.00/report</u>
1.1.3 If chain of title beyond twenty (20) years is requested add	<u>\$ 300.00/report</u>
1.2 Updated Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	<u>\$ 200.00/report</u>
NOTE: This is exclusive of item 2.4.1 pertaining to providing an updated Title Report with the	
1.3 Escrow Services:	<u>100% of Attached Rate Schedule or \$550.00, whichever is greater.</u>
NOTE: Rate Schedule is attached hereto and shall be adhered to throughout the term of this contract.	
1.4 Title Insurance Policy:	<u>Per the Attached Rate Schedule</u>
NOTE: Rate Schedule is attached hereto and shall be adhered to throughout the term of this contract, unless updated by filing with and approval of such Schedule with the Arizona State Department of Insurance.	
1.5 Litigation Guarantee:	
1.5.1 Within Maricopa County:	<u>Per Attached rate Schedule</u>
1.5.2 Updated Title Report with Schedule C for use in litigation within Maricopa County	<u>\$ 750.00/report</u>
NOTE: If a Preliminary Title Report has been issued, Escrow Services and Title Insurance must be billed separately from other costs directly related to the acquisition.	
1.6 MCDOT requested Escrow Cancellation Fee: (Per contract definition of Open Escrow)	<u>\$ 200.00/escrow</u>
1.7 Bring Down Endorsement and/or Updated Litigation Guarantee:	<u>\$ 350.00/report</u>
1.8 Additional Parcel: (For parcel splits with common ownership)	<u>\$ 50.00/parcel</u>
1.9 Any other services provided by the Title Company to Maricopa County shall be set out in writing and will be paid at mutually acceptable rates.	

TICOR TITLE AGENCY OF ARIZONA INC AMERICAN TITLE INSURANCE OF ARIZONA INC, 7204 N 16TH STREET, PHOENIX, AZ 85020

1.10 Name of Title Company's Underwriters: Fidelity Chicago

Terms: NET 30

Federal Tax ID Number: 86-0584905

Vendor Number: 860584905

Telephone Number: 602/331-1400

Fax Number: ~~602/943-7966~~ **602/678-0100**

Contact Person: ~~Saye Veronda~~ / Chris Hyman / ~~Linda Mitchell~~

E-mail Address: chyman@ticortitle.com
chyman@amttitleaz.com or lmitchell@amttitleaz.com

Company Web Site: www.amttitleaz.com www.thenewticor.com

Contract Period: To cover the period ending **February 28, 2008.**

FIDELITY NATIONAL TITLE INSURANCE COMPANY, 2390 E CAMELBACK RD #120, PHOENIX, AZ 85016

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES ___X___ NO _____ %
 REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ___X___ YES _____ NO

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1.5 Litigation Guarantee:	
1.5.1 Within Maricopa County:	<u>Per Attached rate Schedule</u>
1.5.2 Updated Title Report with Schedule C for use in litigation within Maricopa County	<u>\$ 750.00/report</u>
NOTE: If a Preliminary Title Report has been issued, Escrow Services and Title Insurance must be billed separately from other costs directly related to the acquisition.	
1.6 MCDOT requested Escrow Cancellation Fee: (Per contract definition of Open Escrow)	<u>\$ 200.00/escrow</u>
1.7 Bring Down Endorsement and/or Updated Litigation Guarantee:	<u>\$ 350.00/report</u>
1.8 Additional Parcel: (For parcel splits with common ownership)	<u>\$ 50.00/parcel</u>
1.9 Any other services provided by the Title Company to Maricopa County shall be set out in writing and will be paid at mutually acceptable rates.	

FIDELITY NATIONAL TITLE INSURANCE COMPANY, 2390 E CAMELBACK RD #120, PHOENIX, AZ 85016

1.10 Name of Title Company's Underwriters: Fidelity National Title Insurance Company

Terms: NET 30

Federal Tax ID Number: 86-0300821

Vendor Number: 860300821 A

Telephone Number: 602/224-8404

Fax Number: 602/224-8407

Contact Person: Barbara Tell

E-mail Address: bteel@fnf.com

Company Web Site: www.fntic.com

Contract Period: To cover the period ending **February 28, 2008.**

FIRST AMERICAN TITLE INSURANCE COMPANY, 4801 E. WASHINGTON ST., PHOENIX, AZ 85034

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES ___X___ NO _____ %
 REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _____ YES ___X___ NO

PRICING STEET S065402/B0605547/NIGP 94646

<u>ITEM DESCRIPTION</u>	<u>FIXED PRICING</u>
1.1 Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	
1.1.1 Standard Report	<u>\$ 750.00/report</u>
1.1.2 Expedited Report	<u>\$1,100.00/report</u>
1.1.3 If chain of title beyond twenty (20) years is requested add	<u>\$ 300.00/report</u>
1.2 Updated Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	<u>\$ 200.00/report</u>
NOTE: This is exclusive of item 2.4.1 pertaining to providing an updated Title Report with the	
1.3 Escrow Services:	<u>100% of Attached Rate Schedule or \$550.00, whichever is greater.</u>
NOTE: Rate Schedule is attached hereto and shall be adhered to throughout the term of this contract.	
1.4 Title Insurance Policy:	<u>Per the Attached Rate Schedule</u>
NOTE: Rate Schedule is attached hereto and shall be adhered to throughout the term of this contract, unless updated by filing with and approval of such Schedule with the Arizona State Department of Insurance.	
1.5 Litigation Guarantee:	
1.5.1 Within Maricopa County:	<u>Per Attached rate Schedule</u>
1.5.2 Updated Title Report with Schedule C for use in litigation within Maricopa County	<u>\$ 750.00/report</u>
NOTE: If a Preliminary Title Report has been issued, Escrow Services and Title Insurance must be billed separately from other costs directly related to the acquisition.	
1.6 MCDOT requested Escrow Cancellation Fee: (Per contract definition of Open Escrow)	<u>\$ 200.00/escrow</u>
1.7 Bring Down Endorsement and/or Updated Litigation Guarantee:	<u>\$ 350.00/report</u>
1.8 Additional Parcel: (For parcel splits with common ownership)	<u>\$ 50.00/parcel</u>
1.9 Any other services provided by the Title Company to Maricopa County shall be set out in writing and will be paid at mutually acceptable rates.	

FIRST AMERICAN TITLE INSURANCE COMPANY, 4801 E. WASHINGTON ST., PHOENIX, AZ 85034

1.10 Name of Title Company's Underwriters: First American Title

Terms: NET 30

Federal Tax ID Number: 95-2566122

Vendor Number: 952566122

Telephone Number: 602/685-7712

Fax Number: 602/685-7726

Contact Person: Cary Woolgar

E-mail Address: cwoolgar@firstam.com

Contract Period: To cover the period ending **February 28, 2008.**

FIRST FINANCIAL TITLE AGENCY OF ARIZONA, 3225 N CENTRAL AVENUE #100, PHOENIX, AZ 85012-2405

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES ___X___ NO _____ %
 REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _____ YES ___X___ NO

PRICING STEET S065402/B0605547/NIGP 94646

<u>ITEM DESCRIPTION</u>	<u>FIXED PRICING</u>
1.1 Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	
1.1.1 Standard Report	<u>\$ 750.00/report</u>
1.1.2 Expedited Report	<u>\$1,100.00/report</u>
1.1.3 If chain of title beyond twenty (20) years is requested add	<u>\$ 300.00/report</u>
1.2 Updated Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	<u>\$ 200.00/report</u>
NOTE: This is exclusive of item 2.4.1 pertaining to providing an updated Title Report with the	
1.3 Escrow Services:	<u>100% of Attached Rate Schedule or \$550.00, whichever is greater.</u>
NOTE: Rate Schedule is attached hereto and shall be adhered to throughout the term of this contract.	
1.4 Title Insurance Policy:	<u>Per the Attached Rate Schedule</u>
NOTE: Rate Schedule is attached hereto and shall be adhered to throughout the term of this contract, unless updated by filing with and approval of such Schedule with the Arizona State Department of Insurance.	
1.5 Litigation Guarantee:	
1.5.1 Within Maricopa County:	<u>Per Attached rate Schedule</u>
1.5.2 Updated Title Report with Schedule C for use in litigation within Maricopa County	<u>\$ 750.00/report</u>
NOTE: If a Preliminary Title Report has been issued, Escrow Services and Title Insurance must be billed separately from other costs directly related to the acquisition.	
1.6 MCDOT requested Escrow Cancellation Fee: (Per contract definition of Open Escrow)	<u>\$ 200.00/escrow</u>
1.7 Bring Down Endorsement and/or Updated Litigation Guarantee:	<u>\$ 350.00/report</u>
1.8 Additional Parcel: (For parcel splits with common ownership)	<u>\$ 50.00/parcel</u>
1.9 Any other services provided by the Title Company to Maricopa County shall be set out in writing and will be paid at mutually acceptable rates.	

FIRST FINANCIAL TITLE AGENCY OF ARIZONA, 3225 N CENTRAL AVENUE #100, PHOENIX, AZ 85012-2405

1.10 Name of Title Company's Underwriters: Reports, policies and Litigation Guarantees will be written using TITLE RESOURCES GUARANTY COMPANY

Terms: NET 45 DAYS or Procurement Card

Federal Tax ID Number: 86-0564233

Vendor Number: 860564233 A

Telephone Number: 602/266-9300

Fax Number: 602/266-7575

Contact Person: Dick True or James Johnson or Frank Simpson

E-mail Address: jjohnson@fftaz.com or fsimpson@fftaz.com

Company Web Site: www.fftaz.com

Contract Period: To cover the period ending **February 28, 2008.**

**FIRST SOUTHWESTERN TITLE AGENCY OF ARIZONA INC., 11024 N 28TH DRIVE SUITE #185,
PHOENIX, AZ 85029**

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES ___X___ NO _____ %
REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ___X___ YES _____ NO

PRICING STEET S065402/B0605547/NIGP 94646

<u>ITEM DESCRIPTION</u>	<u>FIXED PRICING</u>
1.1 Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	
1.1.1 Standard Report	<u>\$ 750.00/report</u>
1.1.2 Expedited Report	<u>\$1,100.00/report</u>
1.1.3 If chain of title beyond twenty (20) years is requested add	<u>\$ 300.00/report</u>
1.2 Updated Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	<u>\$ 200.00/report</u>
NOTE: This is exclusive of item 2.4.1 pertaining to providing an updated Title Report with the	
1.3 Escrow Services:	<u>100% of Attached Rate Schedule or \$550.00, whichever is greater.</u>
NOTE: Rate Schedule is attached hereto and shall be adhered to throughout the term of this contract.	
1.4 Title Insurance Policy:	<u>Per the Attached Rate Schedule</u>
NOTE: Rate Schedule is attached hereto and shall be adhered to throughout the term of this contract, unless updated by filing with and approval of such Schedule with the Arizona State Department of Insurance.	
1.5 Litigation Guarantee:	
1.5.1 Within Maricopa County:	<u>Per Attached rate Schedule</u>
1.5.2 Updated Title Report with Schedule C for use in litigation within Maricopa County	<u>\$ 750.00/report</u>
NOTE: If a Preliminary Title Report has been issued, Escrow Services and Title Insurance must be billed separately from other costs directly related to the acquisition.	
1.6 MCDOT requested Escrow Cancellation Fee: (Per contract definition of Open Escrow)	<u>\$ 200.00/escrow</u>
1.7 Bring Down Endorsement and/or Updated Litigation Guarantee:	<u>\$ 350.00/report</u>
1.8 Additional Parcel: (For parcel splits with common ownership)	<u>\$ 50.00/parcel</u>
1.9 Any other services provided by the Title Company to Maricopa County shall be set out in writing and will be paid at mutually acceptable rates.	

**FIRST SOUTHWESTERN TITLE AGENCY OF ARIZONA INC., 11024 N 28TH DRIVE SUITE #185,
PHOENIX, AZ 85029**

1.10 Name of Title Company's Underwriters: First American Title Insurance Company is the underwriter
whose rates we will use for this proposal
We have 2 additional underwriters, Title Resources Guaranty
Company and United General.

Terms: NET 30

Federal Tax ID Number: 86-0465924

Vendor Number: 860465924

Telephone Number: 602/863-0385

Fax Number: 602/863-9747

Contact Person: Sharon McDonald or Marty Althoff

E-mail Address: malthoff@fswtofarizona.com

Company Web Site: www.fswtofarizona.com(under construction)

Contract Period: To cover the period ending **February 28, 2008.**

GRAND CANYON TITLE AGENCY INC., 15615 N 71ST STREET SUITE #207, SCOTTSDALE, AZ 85254

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES ___X___ NO _____ %
 REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ___X___ YES _____NO

PRICING STEET S065402/B0605547/NIGP 94646

<u>ITEM DESCRIPTION</u>	<u>FIXED PRICING</u>
1.1 Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	
1.1.1 Standard Report	<u>\$ 750.00/report</u>
1.1.2 Expedited Report	<u>\$1,100.00/report</u>
1.1.3 If chain of title beyond twenty (20) years is requested add	<u>\$ 300.00/report</u>
1.2 Updated Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	<u>\$ 200.00/report</u>
NOTE: This is exclusive of item 2.4.1 pertaining to providing an updated Title Report with the	
1.3 Escrow Services:	<u>100% of Attached Rate Schedule or \$550.00, whichever is greater.</u>
NOTE: Rate Schedule is attached hereto and shall be adhered to throughout the term of this contract.	
1.4 Title Insurance Policy:	<u>Per the Attached Rate Schedule</u>
NOTE: Rate Schedule is attached hereto and shall be adhered to throughout the term of this contract, unless updated by filing with and approval of such Schedule with the Arizona State Department of Insurance.	
1.5 Litigation Guarantee:	
1.5.1 Within Maricopa County:	<u>Per Attached rate Schedule</u>
1.5.2 Updated Title Report with Schedule C for use in litigation within Maricopa County	<u>\$ 750.00/report</u>
NOTE: If a Preliminary Title Report has been issued, Escrow Services and Title Insurance must be billed separately from other costs directly related to the acquisition.	
1.6 MCDOT requested Escrow Cancellation Fee: (Per contract definition of Open Escrow)	<u>\$ 200.00/escrow</u>
1.7 Bring Down Endorsement and/or Updated Litigation Guarantee:	<u>\$ 350.00/report</u>
1.8 Additional Parcel: (For parcel splits with common ownership)	<u>\$ 50.00/parcel</u>
1.9 Any other services provided by the Title Company to Maricopa County shall be set out in writing and will be paid at mutually acceptable rates.	

GRAND CANYON TITLE AGENCY INC., 15615 N 71ST STREET SUITE #207, SCOTTSDALE, AZ 85254

1.10 Name of Title Company's Underwriters:

Terms:	on demand
Federal Tax ID Number:	86-0432477
Vendor Number:	860432477 A
Telephone Number:	480/991-8027
Fax Number:	480/991-3129
Contact Person:	Glen Thickey or Linda Egan
E-mail Address:	legan@gcta.com
Company Web Site:	www.gcta.com
Contract Period:	To cover the period ending February 28, 2008.

**NORTH AMERICAN TITLE AGENCY OF ARIZONA INC., 3200 E CAMELBACK ROAD STE #150,
PHOENIX, AZ 85018**

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES ___X___ NO _____ %
REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _____ YES _____ NO

PRICING STEET S065402/B0605547/NIGP 94646

<u>ITEM DESCRIPTION</u>	<u>FIXED PRICING</u>
1.1 Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	
1.1.1 Standard Report	<u>\$ 750.00/report</u>
1.1.2 Expedited Report	<u>\$1,100.00/report</u>
1.1.3 If chain of title beyond twenty (20) years is requested add	<u>\$ 300.00/report</u>
1.2 Updated Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	<u>\$ 200.00/report</u>
NOTE: This is exclusive of item 2.4.1 pertaining to providing an updated Title Report with the	
1.3 Escrow Services:	<u>100% of Attached Rate Schedule or \$550.00, whichever is greater.</u>
NOTE: Rate Schedule is attached hereto and shall be adhered to throughout the term of this contract.	
1.4 Title Insurance Policy:	<u>Per the Attached Rate Schedule</u>
NOTE: Rate Schedule is attached hereto and shall be adhered to throughout the term of this contract, unless updated by filing with and approval of such Schedule with the Arizona State Department of Insurance.	
1.5 Litigation Guarantee:	
1.5.1 Within Maricopa County:	<u>Per Attached rate Schedule</u>
1.5.2 Updated Title Report with Schedule C for use in litigation within Maricopa County	<u>\$ 750.00/report</u>
NOTE: If a Preliminary Title Report has been issued, Escrow Services and Title Insurance must be billed separately from other costs directly related to the acquisition.	
1.6 MCDOT requested Escrow Cancellation Fee: (Per contract definition of Open Escrow)	<u>\$ 200.00/escrow</u>
1.7 Bring Down Endorsement and/or Updated Litigation Guarantee:	<u>\$ 350.00/report</u>
1.8 Additional Parcel: (For parcel splits with common ownership)	<u>\$ 50.00/parcel</u>
1.9 Any other services provided by the Title Company to Maricopa County shall be set out in writing and will be paid at mutually acceptable rates.	

**NORTH AMERICAN TITLE AGENCY OF ARIZONA INC., 3200 E CAMELBACK ROAD STE #150,
PHOENIX, AZ 85018**

1.10 Name of Title Company's Underwriters:

Terms:	NET 30
Federal Tax ID Number:	86-0511783
Vendor Number:	860511783
Telephone Number:	602/280-7500
Fax Number:	602/280-7584
Contact Person:	Terry Hastings
E-mail Address:	thastings@nat.com
Company Web Site:	www.nat.com
Contract Period:	To cover the period ending February 28, 2008.

SECURITY TITLE AGENCY INC., 3636 N 3RD AVE SUITE #B, PHOENIX, AZ 85013

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES ___X___ NO _____ %
 REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ___X___ YES _____NO

PRICING STEET S065402/B0605547/NIGP 94646

<u>ITEM DESCRIPTION</u>	<u>FIXED PRICING</u>
1.1 Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	
1.1.1 Standard Report	<u>\$ 750.00/report</u>
1.1.2 Expedited Report	<u>\$1,100.00/report</u>
1.1.3 If chain of title beyond twenty (20) years is requested add	<u>\$ 300.00/report</u>
1.2 Updated Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	<u>\$ 200.00/report</u>
NOTE: This is exclusive of item 2.4.1 pertaining to providing an updated Title Report with the	
1.3 Escrow Services:	<u>100% of Attached Rate Schedule or \$550.00, whichever is greater.</u>
NOTE: Rate Schedule is attached hereto and shall be adhered to throughout the term of this contract.	
1.4 Title Insurance Policy:	<u>Per the Attached Rate Schedule</u>
NOTE: Rate Schedule is attached hereto and shall be adhered to throughout the term of this contract, unless updated by filing with and approval of such Schedule with the Arizona State Department of Insurance.	
1.5 Litigation Guarantee:	
1.5.1 Within Maricopa County:	<u>Per Attached rate Schedule</u>
1.5.2 Updated Title Report with Schedule C for use in litigation within Maricopa County	<u>\$ 750.00/report</u>
NOTE: If a Preliminary Title Report has been issued, Escrow Services and Title Insurance must be billed separately from other costs directly related to the acquisition.	
1.6 MCDOT requested Escrow Cancellation Fee: (Per contract definition of Open Escrow)	<u>\$ 200.00/escrow</u>
1.7 Bring Down Endorsement and/or Updated Litigation Guarantee:	<u>\$ 350.00/report</u>
1.8 Additional Parcel: (For parcel splits with common ownership)	<u>\$ 50.00/parcel</u>
1.9 Any other services provided by the Title Company to Maricopa County shall be set out in writing and will be paid at mutually acceptable rates.	

SECURITY TITLE AGENCY INC., 3636 N 3RD AVE SUITE #B, PHOENIX, AZ 85013

1.10 Name of Title Company's Underwriters: Finality Chicago

Terms: NET 30

Federal Tax ID Number: 86-0942121

Vendor Number: 860942121 A

Telephone Number: 602/230-6235

Fax Number: 602/230-6256

Contact Person: William C. Wright

E-mail Address: bwright@securitytitle.com

Company Web Site: www.securitytitle.com

Contract Period: To cover the period ending **February 28, 2008.**